

IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
CORPUS CHRISTI DIVISION

IN THE MATTER OF THE §
COMPLAINT OF CCC GROUP, INC., §
AS OWNERS AND OPERATORS §
OF THE M/V SCOUT FOR § C.A. NO. _____
EXONERATION FROM OR § (ADMIRALTY)
LIMITATION OF LIABILITY §

**VERIFIED COMPLAINT FOR EXONERATION FROM
OR LIMITATION OF LIABILITY**

TO THE HONORABLE JUDGE OF SAID COURT:

COMES NOW CCC Group, Inc. (hereafter "CCC Group") as owner and operator of the M/V SCOUT, and files this Verified Complaint for Exoneration from or Limitation of Liability, and would respectfully show the following:

1. This case is within the admiralty and maritime jurisdiction of the Court pursuant to Rule 9(h) of the Federal Rules of Civil Procedure and Rule F of the Supplemental Rules for Certain Admiralty and Maritime Claims.
2. At all times material hereto, CCC Group was a business entity registered under the laws of the State of Texas with its principal place of business located in the State of Texas.
3. At all times material hereto, CCC Group was the owner and operator of the vessel known as the M/V SCOUT.
4. The M/V SCOUT is a Lifetyme aluminum boat built in 2013. It is 24 feet long with two Yamaha F115XA 4-stroke outboard engines and weighs approximately 4,000 lbs.
5. As shown in the Affidavit of Value, attached hereto as Exhibit A, the M/V SCOUT, with all its appurtenances, was valued at FORTY-FOUR THOUSAND THREE HUNDRED

EIGHTY-THREE AND 63/100 DOLLARS (\$44,383.63) immediately following the incident at issue herein.

6. On or about October 26, 2015, a worker was injured in the Corpus Christi Ship Channel aboard the M/V SCOUT while trying to moor the vessel. The M/V SCOUT was responsible for transporting CCC Group employees to work sites in the Corpus Christi Ship Channel.

7. At all times material hereto, the M/V SCOUT was in all respects seaworthy, and it was, in fact, tight and fit for the service in which it was engaged.

8. The incident described above, and any damages claimed as a result thereof, were in no way caused or contributed to by any fault, neglect, or want of due care on the part of Petitioner.

9. The incident described above, and any damages claimed as a result thereof, occurred without the fault, privity, or knowledge of Petitioner.

10. The incident described above, and any damages claimed as a result thereof, are the result in whole or in part of preexisting and/or subsequently occurring illnesses, injuries and/or bodily conditions unrelated to the alleged incident herein and for which Petitioner has no legal liability.

11. The incident described above, and any damages claimed as a result thereof, were proximately caused in whole or in part by the contributory negligence/comparative negligence of Eduardo Leal for which Petitioner is not responsible.

12. The incident described above and any damages claimed as a result thereof are the result in whole or in part of the acts and/or omissions of third parties and/or

instrumentalities over which Petitioner exercised no right of control and for which Petitioner has no legal liability.

13. To the best of Petitioner's knowledge, information and belief, no warrant of arrest or any other process of any court has been issued for the M/V SCOUT, and the vessel has not been and is not currently under seizure as a result of any claims or demands.

14. On or about September 29, 2017, a lawsuit styled *Eduardo Leal v. CCC Group, Inc.*; Cause No. 2017CCV-61815-1, was filed in the County Court at Law No. 1 of Nueces County, Texas. Leal alleges that he suffered injuries because the vessel was not properly secured.

15. The amount of the aforesaid claims and demands, referred to in paragraph 14 above could exceed the amount and value of Petitioner's interest in the M/V SCOUT on or about October 26, 2015.

16. Petitioner desires to contest its liability and the liability of the M/V SCOUT for any claims made against it as it has valid defenses in fact and in law thereto. Petitioner further claims the benefits of the Limitation of Liability Act, 46 U.S.C. app. §§ 181-189, Rule F of the Supplemental Rules for Certain Admiralty and Maritime Claims of the Federal Rules of Civil Procedure, any and all Acts of Congress of the United States amendatory thereof or supplementary thereto, and the rules of practice of this Court and the Supreme Court of the United States.

17. Subject to an appraisal of its interest, Petitioner will deposit with the Court, as security for the benefit of all potential claimants, an *Ad Interim* Stipulation in the sum of FORTY-FOUR THOUSAND THREE HUNDRED EIGHTY-THREE AND 63/100 DOLLARS (\$44,383.63), plus interest at six percent (6%) per annum from the date of said

Stipulation, said sum representing the total value of Petitioner's interest in the M/V SCOUT and its pending freight.

18. All and singular, the above premises of this Complaint are true and correct and within the jurisdiction of the United States and of this Honorable Court as an admiralty and maritime claim within the meaning of Rule 9(h) of the Federal Rules of Civil Procedure.

19. WHEREFORE, PREMISES CONSIDERED, CCC Group, Inc. prays that:

- a. Upon the filing of the *Ad Interim* Stipulation, attached hereto as Exhibit B, in the amount of FORTY-FOUR THOUSAND THREE HUNDRED EIGHTY-THREE AND 63/100 DOLLARS (\$44,383.63), the Court, shall cause a Monition to be issued to all persons asserting claims in the respect to which CCC Group ("Petitioner") seeks limitation, citing them to file their respective claims with the Clerk of this Court and serve them on or before the date to be named in said Monition or be forever barred and permanently enjoined from making and filing any such claims;
- b. the Court, upon filing of the *Ad Interim* Stipulation, will issue an injunction restraining the filing, commencement, and further prosecution in any Court whatsoever and all suits, actions, and legal proceedings of any nature or kind whatsoever against CCC Group, and/or the M/V SCOUT, and/or their underwriters, and/or their insurers, whether *in personam*, or *in rem*;
- c. if any claimant, who shall file its claim under oath, shall file an exception controverting the value of the M/V SCOUT in its condition as alleged herein, or to the amount of the *Ad Interim* Stipulation, the Court shall

cause due appraisal to be made of the value of the M/V SCOUT and of any pending freight, if any, during the time referred to in the Complaint, and the value of CCC Group's interest therein; and, in the event said appraised value exceeds the limitation fund or security filed with Court, that this Honorable Court enter an Order for the payment into the Court of the higher value of CCC Group's interests therein, or for the giving of security in the same amount pursuant to the Supplemental Rules of the Federal Rules of Civil Procedure;

- d. the Court adjudge that CCC Group is not liable to any extent whatsoever for any losses, damages, or injuries, and for any claims arising in consequence of the matters, happenings, and events stated in this Complaint, and exonerate CCC Group from liability therefor;
- e. in the alternative, if this Court should adjudge that CCC Group is liable in any amount whatsoever, the Court adjudge said liability is limited to the value or amount of the interest of CCC Group in the M/V SCOUT and its pending freight, if any; that the monies paid or ordered to be paid may be divided *pro rata* among such claimants as may prove their claims, saving to all parties the priority to which they may be entitled; and, that a decree be entered discharging CCC Group from all other liabilities; and,
- f. that CCC Group have such other and further relief as justice may require, both general and special, including the right to supplement and amend these pleadings in order to achieve justice.

Respectfully submitted,

BROWN SIMS

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